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June 12, 1996

RECORDATION NO. 10534-E
FILED 1425
JUN 12 1996 - 11:45 AM
CLERK OF DISTRICT COURT

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are three (3) copies of a First Amendment to Lease of Railroad Equipment, dated as of June 30, 1996, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Lease of Railroad Equipment which was previously filed with the Commission under Recordation 10534.

The names and addresses of the parties to the enclosed document are:

Lessor: BA Credit Corporation
Four Embarcadero Center, Suite 1200
San Francisco, California 94111

Lessee: Burlington Northern Railroad Company
2600 Lou Menk Drive
Fort Worth, Texas 76131

There is no new equipment, or change of equipment, in the Amendment. A description of the equipment is contained in the original Lease.

Mr. Vernon A. Williams
June 12, 1996
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Also enclosed is a check in the amount of \$21.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'R. Alvord', written in a cursive style.

Robert W. Alvord

RWA/bg
Enclosures

JUN 1 2 1996 -11 45 AM

FIRST AMENDMENT TO LEASE OF RAILROAD EQUIPMENT entered into as of June 30, 1996 between BA CREDIT CORPORATION, a Delaware corporation with its principal office at Four Embarcadero Center, Suite #1200, San Francisco, California 94111 ("Lessor") and BURLINGTON NORTHERN RAILROAD COMPANY (formerly known as BURLINGTON NORTHERN INC.), a Delaware corporation with its principal office at 2600 Lou Menk Drive, Fort Worth, TX 76131 ("Lessee") with reference to the following:

WHEREAS, Bamerilease, Inc. and Lessee have entered into a Lease of Railroad Equipment dated as of May 1, 1979, (the "Lease"); all defined terms therein not otherwise defined herein being used with their meanings as defined therein);

WHEREAS, BA CREDIT CORPORATION is successor by assignment to BA Leasing & Capital Corporation and BA Leasing & Capital Corporation became successor by merger to Bamerilease, Inc., as lessor;

WHEREAS, Lessee has elected not to exercise the Renewal Option contained in Section 16 of the Lease; and

WHEREAS, Lessor and Lessee now desire to amend the Lease as hereinafter set forth:

NOW, THEREFORE, the parties hereto agree as follows:

1. The term of the Lease as to Units that are EMD 3,000 h.p. Model SD 40-2 diesel-electric locomotives with Lessee's Road Numbers BN 7167-7205 ("SD 40-2") is hereby extended for a period of three years (the "SD 40-2 Renewal Term");

2. The term of the Lease as to Units that are GE 3,000 h.p. Model C30-7 diesel-electric locomotives with Lessee's Road Numbers BN 5013-5046 ("C30-7") will be automatically be extended from month to month, unless either Lessee or Lessor elect to terminate this renewal as of a C30-7 rental payment date without penalty by providing written notice to the other party at least fifteen (15) days prior to the next succeeding C30-7 rental payment date (the "C30-7 Renewal Term").

3. During the SD 40-2 Renewal Term, the rental for each SD 40-2 is \$225.00 per Unit per day. Rental is determined on the basis of a 365-day year. The SD 40-2 rental is due and payable annually in arrears beginning June 30, 1997.

4. During the C30-7 Renewal Term, the rental for the C30-7 Units shall continue at the monthly equivalent of the existing rate, amended as of February 25, 1980, specified in Appendix B-1 to the Lease, payable monthly in arrears beginning July 31, 1996.

5. The effectiveness of the First Amendment to Lease is subject to the prior satisfaction of the following condition precedent:

a. Payment and performance by Lessee of all obligations otherwise required to be paid or performed by Lessee under the Lease or any related documents on or prior to the expiration of the original term (including without limitation the payment and discharge of all obligations owing to Agent and Investors) necessary to cause the payment and discharge of the Conditional Sale Indebtedness as defined in that certain Conditional Sale Agreement dated as of May 1, 1979 among General Motors Corporation, General Electric Company and Bamerlease, Inc.

Except as is herein specifically amended, all of the terms, covenants, and provisions of the Lease remain in full force and effect.

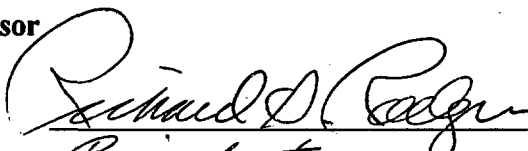
IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Lease to be effective as of the day and year first written above.

BA CREDIT CORPORATION

Lessor

By:

Title:

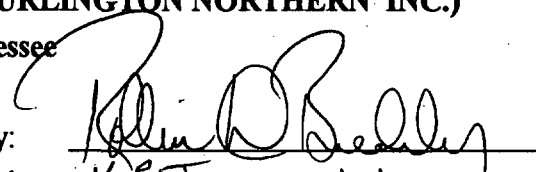

President

**BURLINGTON NORTHERN RAILROAD
COMPANY (formerly known as
BURLINGTON NORTHERN INC.)**

Lessee

By:

Title:


VP Transportation

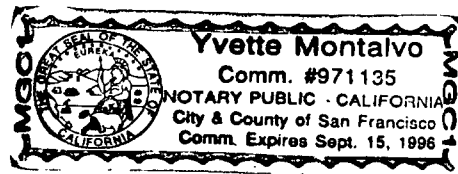
STATE OF CALIFORNIA)

COUNTY OF SAN FRANCISCO)

On May 15, 1996, before me, Yvette Montalvo, personally appeared Richard A. Rodgers, President of BA Credit Corporation, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed in her authorized capacity, and that her signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal:

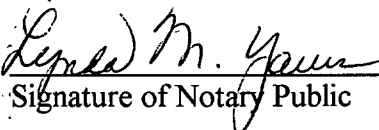
Yvette Montalvo
Signature of Notary Public



STATE OF TEXAS)
)
COUNTY OF TARRANT)

On May 23, 1996, before me, Lynda M. Yaws, personally appeared Rollin D. Bredenberg, Vice President Transportation of Burlington Northern Railroad Company (formerly known as Burlington Northern, Inc.), personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed in his authorized capacity, and that his signature on the instrument the person, or entity upon behalf of which the person acted, executed this instrument.

WITNESS my hand and official seal:



Signature of Notary Public